

NATIONAL PARTNERSHIP AGREEMENT ON TRIAL OF *MY WAY* SITES

Council of
Australian
Governments

An agreement between

- n the **Commonwealth of Australia** and
- n **Western Australia**

This Agreement supports the trial of the Western Australian *My Way* model of disability services in selected trial sites to inform the national roll-out of disability reform.

National Partnership Agreement on trial of *My Way* sites

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This National Partnership agreement (the Agreement) is created subject to the provisions of the *Intergovernmental Agreement on Federal Financial Relations* (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.
2. In entering this Agreement, the Commonwealth and Western Australia (WA) recognise that they have a mutual interest in improving outcomes in the area of disability services and need to work together to achieve those outcomes.
3. This Agreement builds on the *Agreement between the Commonwealth and the Western Australian Governments for disability reform in Western Australia* signed on 5 August 2013, which provides for a two-year trial of two service delivery models. It supports the trial of the *My Way* model implemented by the WA Disability Services Commission (DSC) under State legislation in two sites: the Lower South West DSC region from July 2014; and the Cockburn/Kwinana DSC region from July 2015. It will operate in parallel to Schedule G to the *Intergovernmental Agreement for the National Disability Insurance Scheme (NDIS) Launch* (IGA NDIS) which provides for a trial of the national NDIS model in the Perth Hills region.
4. The trial will allow for the assessment and comparison of the merits of the different approaches to disability services and help determine and inform the national roll-out of disability reform.
5. This Agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships agreed by the Parties. In particular, the Parties are committed to addressing the issue of social participation, including responding to Indigenous disadvantage (for example, the reform commitments provided in the National Indigenous Reform Agreement) and those commitments are embodied in the objectives and outcomes of this Agreement.
6. This Agreement will also be implemented consistently with the key objectives of the *National Disability Strategy 2010–2020* (the Strategy), as agreed by the Council of Australian Governments in 2011, which seeks to improve the lives of people with disability, promote participation, and create a more inclusive society. The Parties are committed to supporting the vision of the Strategy for an inclusive Australian society that enables people with disability to

fulfil their potential as equal citizens, and its aims, which include driving improved performance of mainstream services in delivering outcomes for people with disability.

7. This Agreement will be implemented consistently with the following Annexes of the IGA NDIS:
 - (a) Annex C: Portability Arrangements;
 - (b) Annex D: Principles to Determine the Responsibilities of the NDIS and Other Service Systems; and
 - (c) Annex E: Continuity of Support.
8. For this Agreement, the role of the National Disability Insurance Agency (NDIA) in these Annexes will be undertaken by the DSC. References to the 'National Disability Insurance Agency' or the 'National Disability Insurance Scheme' in these Annexes is taken to refer to the DSC.

PART 1 – FORMALITIES

Parties to this Agreement

9. This Agreement is between the Commonwealth of Australia (the Commonwealth) and Western Australia (WA).

Term of the Agreement

10. This Agreement will commence as soon as the Commonwealth and WA sign the Agreement and will expire on 30 June 2016 or on completion of the project, including the acceptance of final performance reporting and processing of final payments against performance benchmarks. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

11. This Agreement provides for the trial of two *My Way* sites in WA in order to improve the delivery of disability services, to give people with disability more certainty and to allow them to exercise more choice and control.

Outcomes

12. This Agreement will:
 - (a) support the two-year trial of the *My Way* model in the Lower South West DSC region from July 2014 and Cockburn/Kwinana DSC region from July 2015 to be implemented by the DSC; and
 - (b) allow a genuine comparison of the merits of the *My Way* model with the NDIS model and allow the lessons learned to inform the national roll-out of disability reform.
13. These outcomes complement the outcomes that have been agreed in *Annex A: Council of Australian Governments High-level Principles for a National Disability Insurance Scheme* of the IGA NDIS.

Outputs

14. The objectives and outcomes of this Agreement will be achieved by:
 - (a) the trial of the *My Way* model for the delivery of disability supports and services to eligible participants in the Lower South West and Cockburn/Kwinana DSC regions;
 - (b) providing support to an estimated 4133 eligible participants in the Lower South West and Cockburn/Kwinana DSC regions of WA progressively from 1 July 2014;
 - (c) producing an independent comparative evaluation of the services and outcomes in the *My Way* sites and an NDIS site being implemented in the Perth Hills region; and
 - (d) lessons from the trial being shared during the trial period and used to help determine and inform the national roll-out of disability reform.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

15. To realise the objectives and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below.

Role of the Commonwealth

16. The Commonwealth agrees to be accountable for the following roles and responsibilities:
 - (a) providing a financial contribution to WA equivalent to 40 per cent of package costs to support trial participants during the trial and provide ongoing support to participants in trial sites until transition to a full NDIS commences or until an agreement is made covering ongoing support to trial participants supported during the *My Way* trial;
 - (b) covering the costs of participants who turn 65 years after entering at a younger age for the trial period;
 - (c) Tier 2 funding contributions to WA for appropriate participants in the trial sites;
 - (d) funding additional administration costs arising from the joint approach outlined in this Agreement;
 - (e) funding 50 per cent of the comparative evaluation of the *My Way* sites and the NDIS site; and
 - (f) facilitating WA's access to the necessary infrastructure and systems used by the NDIA to ensure packages are consistent with those across all the NDIS trial sites. This may include planning and assessment tools, reference packages, data to assist actuarial modelling, decision support tools such as lifetime cost estimators, and training and information technology.

Role of WA

17. WA agrees to be accountable for the following roles and responsibilities:
 - (a) introducing legislation or introducing amendments to existing legislation, to support and enable the trial in WA, with the State legislation to incorporate the agreed areas of national consistency;

- (b) commencing negotiations to implement changes to the roles and responsibilities of the WA and Commonwealth Governments for people aged over and under 65 years, consistent with the roles and responsibilities of other State Governments as set out in Schedule F of the *National Health Reform Agreement 2011*, amended to reflect any changes required by the introduction of the NDIS;
- (c) providing a financial contribution equivalent to 60 per cent of package costs to support trial participants during the trial and provide ongoing support to participants in trial sites until transition to a full scheme commences or until an agreement is made covering ongoing support to participants supported during the *My Way* trial;
- (d) funding administration costs not arising from the joint approach outlined in this Agreement;
- (e) procuring the comparative evaluation of *My Way* with the NDIS site in Perth Hills and funding 50 per cent of the cost of this evaluation;
- (f) delivering the trial of *My Way* in the Lower South West and Cockburn/Kwinana DSC regions through the DSC, ensuring consistent application of key aspects of the national scheme, including approaches to eligibility and reasonable and necessary supports;
- (g) monitoring and assessing the performance in the delivery of services under this Agreement;
- (h) implementing an approach to actuarial modelling, assessment and review consistent with Part 4, paragraph 24 of this Agreement;
- (i) reporting on the delivery of outcomes and outputs as set out in Part 4 – Performance Monitoring, Milestones and Reporting;
- (j) considering the nationally-consistent minimum benchmarks (as per the Council of Australian Government Communiqué of 19 April 2013) to provide no-fault lifetime care and support for people who are catastrophically injured in motor vehicle accidents;
- (k) if nationally-consistent minimum benchmarks are not implemented in WA, taking responsibility for 100 per cent of the cost of *My Way* participants who acquired their disability after 30 June 2014 and who are in *My Way* because they are not covered by an injury insurance scheme that meets the minimum motor vehicle accident benchmarks; and
- (l) meeting 100 per cent of any costs associated with higher population numbers or higher per person funded supports costs and 100 per cent of the cash flow risk during the trial.

Shared roles and responsibilities

18. The Commonwealth and WA share the following roles and responsibilities:

- (a) continuing to provide their respective supports for people with disability who are not receiving support through the *My Way* trial sites or through the NDIS trial site;
- (b) providing continuity of support to people with disability currently receiving services to ensure that they are not disadvantaged in the *My Way* trial, including ensuring that people resident in a trial site who are currently receiving support but do not meet the definitions of eligibility or are receiving supports that do not meet the definition of reasonable and necessary support under *My Way* will continue to receive support

consistent with their currently agreed arrangements (support outcomes and levels – see Annex E of the IGA NDIS);

- (c) participating in a Joint Steering Committee to oversee the progress and evaluation of the *My Way* and the NDIS trial sites (Terms of Reference for the Joint Steering Committee are at Schedule A of this Agreement); and
 - (d) monitoring and assessing the performance in the delivery of the *My Way* trial in the Lower South West and Cockburn/Kwinana DSC regions of WA under this Agreement to ensure that outputs are delivered and outcomes are achieved within the agreed timeframe.
19. The Parties will meet the requirements of Schedule E, clause 26 of the IGA FFR, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

PART 4 – PERFORMANCE MONITORING, MILESTONES AND REPORTING

20. Performance monitoring, reporting, indicators and benchmarks are set out in the document *IGA Annex F: Integrated NDIS Performance Reporting Framework*.

Reporting arrangements

21. WA will provide the Commonwealth with quarterly reports on participants and expenditure, in accordance with *IGA Annex F: Integrated NDIS Performance Reporting Framework*, insofar as data and indicators are applicable to the WA context, reported in other trial sites, and not related to long-term or State-wide measures which cannot be quantified during a two-year trial period. Reports are expected for each period of three months starting on 1 July, 1 October, 1 January or 1 April or within one month after the end of the period to which the report relates.
22. Reports will feed into a comparative evaluation of the services and outcomes in the *My Way* sites and the WA NDIS site. In addition, WA will provide to a nominated Commonwealth official a download from the database (de-identified as appropriate) of participant data at client unit record and aggregate level for all services provided in the trial area. WA will also provide access to a nominated Commonwealth official to its case management and financial management system in real time on a read only basis. The official will need to abide by WA's confidentiality and privacy requirements.

Milestone Payments

23. The Commonwealth contribution to be provided under this Agreement, through cash payments or in-kind services, is \$67,038,000 payable in accordance with the milestones set out in Table 1.

Table 1: Milestones

Milestone	Due Date	Amount
(i) In-advance payment in recognition of cost to be incurred for the commencement of the <i>My Way</i> trial in the Lower South West region of WA. A contract is in place with the successful tenderer for the evaluation of the <i>My Way</i> and NDIS trial sites in WA.	1 July 2014	23 per cent of the total 2014-15 funding amount
(ii) Submission, and acceptance by the Commonwealth, of a report on participants and expenditure for the period 1 July 2014 to 30 September 2014.	1 November 2014	23 per cent of the total 2014-15 funding amount
(iii) Submission, and acceptance by the Commonwealth, of a report on participants and expenditure for the period 1 October 2014 to 31 December 2014.	1 February 2015	30 per cent of the total 2014-15 funding amount
(iv) Submission, and acceptance by the Commonwealth, of a report on participants and expenditure for the period 1 January 2015 to 31 March 2015. Commonwealth acceptance of a progress report detailing arrangements for the Cockburn/Kwinana trial.	1 May 2015	24 per cent of the total 2014-15 funding amount
(v) Submission, and acceptance by the Commonwealth, of a report on participants and expenditure for the period 1 April 2015 to 30 June 2015.	1 August 2015	21 per cent of the total 2015-16 funding amount
(vi) Submission, and acceptance by the Commonwealth, of a report on participants and expenditure for the period 1 July 2015 to 30 September 2015.	1 November 2015	23 per cent of the total 2015-16 funding amount
(vii) Submission, and acceptance by the Commonwealth, of a report on participants and expenditure for the period 1 October 2015 to 31 December 2015.	1 February 2016	26 per cent of the total 2015-16 funding amount
(viii) Submission, and acceptance by the Commonwealth, of a report on participants and expenditure for the period 1 January 2016 to 31 March 2016 and projected expenditure for April to June 2016 ¹ .	1 May 2016	30 per cent of the total 2015-16 funding amount

¹ A final report detailing participants and expenditure for the period April to June 2016 will be provided by WA to the Commonwealth in accordance with the *IGA NDIS Annex F: Integrated NDIS Performance Reporting Framework*.

Actuarial assessment

24. In providing reports on participants and expenditure, WA will use an actuarial approach that ensures that:
- (a) eligibility decisions and support package decisions align with the assumptions used to determine the financial envelope;
 - (b) the tools used to support these decisions similarly align with those assumptions;
 - (c) users of the decision tools are adequately prepared;
 - (d) adequate and accurate data is captured which allows meaningful analysis of the emerging experience of *My Way*;
 - (e) meaningful performance reporting and actuarial analysis contributes to a continuous feedback loop that informs decision making throughout the DSC;
 - (f) DSC adopts a long-term perspective to its decision-making. Thus, the focus should be on the long-term implications of decisions (including short-term spending decisions) rather than the short-term implications of decisions; and
 - (g) DSC interactions with the service provider sector fosters the development of an efficient, strong, fair and innovative market.
25. The Commonwealth will provide WA with detailed data on the reference group cohorts and reference packages for each cohort group under a Memorandum of Understanding (MOU) to be agreed between the Commonwealth, NDIA and WA which governs the use of the information. The MOU will include provisions for:
- (a) updating data on reference group cohorts and reference packages as these are refined on the basis of experience of trial and further analysis; and
 - (b) providing additional data and other assistance to WA and/or the Scheme Actuary.
26. WA will nominate an actuary (the Scheme Actuary) to:
- (a) assess:
 - i. the financial sustainability of the *My Way* model sites covered by this Agreement;
 - ii. risks to that sustainability; and
 - iii. on the basis of information held by the DSC in regard to the *My Way* sites covered by this Agreement, any trends in provision of supports to people with disability;
 - (b) consider the causes of those risks and trends;
 - (c) make estimates of future expenditure on the *My Way* model;
 - (d) prepare a report of that assessment, consideration and estimation; and
 - (e) prepare a summary of that report and include the estimates described in 26c.
27. At least once each quarter, the Scheme Actuary must make estimates of the future expenditure of the *My Way* model sites covered by this Agreement and advise the Joint Steering Committee (referred to in clause 18c of this Agreement) of the estimates. For this purpose, quarter means a period of three months starting on 1 July, 1 October, 1 January or 1 April.

28. The Scheme Actuary must, on request from the Joint Steering Committee (referred to in clause 18c of this Agreement), provide actuarial information or advice.
29. If the Scheme Actuary has significant concerns about the financial sustainability of the *My Way* model, or the risk management processes of the DSC in regards to the *My Way* sites covered by this Agreement, the actuary must report those concerns to the Joint Steering Committee (referred to in clause 18c of this Agreement) as soon as reasonably practicable.
30. The DSC agrees to make arrangements to enable the Scheme Actuary and the reviewing actuary (the Australian Government Actuary (the AGA)), to perform their duties as outlined in this Agreement. This will include access to data at client unit record and aggregate level for all services provided in the trial area and the DSC's case management and financial management system in real time on a read only basis.
31. Both Parties agree that the arrangements for the Scheme Actuary will mirror the arrangements outlined in the *National Disability Insurance Scheme – Rules for the Scheme Actuary 2013* dated 25 June 2013.
32. Both Parties also agree that the DSC will mirror the risk management arrangements outlined in the *National Disability Insurance Scheme – Risk Management Rules 2013* dated 25 June 2013 for the *My Way* sites covered by this Agreement.
33. WA agrees that the AGA will review and report to the Joint Steering Committee (referred to in clause 18c of this Agreement) on each annual financial sustainability report and summary (outlined in clauses 26 –29) and that the AGA must include in each of these reports a statement whether he or she is satisfied that the DSC made all arrangements necessary for him or her to conduct the review to which the report relates.
34. WA agrees that the AGA must, on request from the Joint Steering Committee (referred to in clause 18c of this Agreement), review and report to the Joint Steering Committee on actuarial reports and advice received by the Joint Steering Committee.
35. If the AGA has significant concerns about the financial sustainability of the *My Way* model, or the risk management processes of the DSC in regards to the *My Way* sites covered by this Agreement, he or she must report those concerns to the Joint Steering Committee (referred to in clause 18c of this Agreement).

PART 5 – FINANCIAL ARRANGEMENTS

Financial contributions

36. The Commonwealth will provide a total financial contribution of \$82.9 million from 2014-15 to 2015-16, including contributions under other National Partnerships as noted in Table 2. All payments are exclusive of GST.
37. The Commonwealth's and WA's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the State paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2014-15	2015-16	Total
Estimated total budget	35.7	135.5	171.2
Total WA contribution	18.2	70.1	88.3
Total Commonwealth contribution	17.5	65.4	82.9
Participants under 65 years	12.2	47.7	59.9
Participants over 65 years	0.9	4.2	5.0
Administration			
Evaluation			
Tier 2	0.5	1.9	2.4
Less Commonwealth contribution from other National Partnerships	-3.2	-12.6	-15.8
Estimated National Partnership payment ¹	14.3	52.8	67.0 ²

¹Includes both Commonwealth cash and in-kind contributions (further details will be provided in an additional schedule to this Agreement by March 2014).

²Figures in this table may be subject to rounding.

38. Both the Commonwealth's and WA's share of funding for individual support packages will be provided in cash and through direct provision of services.
39. The Commonwealth programs which are expected to be drawn on in providing direct services include:
- (a) Australian Disability Enterprises;
 - (b) Autism Specific Early Learning and Care Centres;
 - (c) Better Start for Children with Disability Initiative;
 - (d) Continence Aids Payment Scheme;
 - (e) Support for Day to Day Living in the Community: A Structured Activity Program;
 - (f) Disability Employment Services - Work Based Personal Assistance;
 - (g) Helping Children with Autism;
 - (h) Hearing Services Program;
 - (i) Improved Support for people with younger onset dementia;
 - (j) Targeted Community Care - Mental Health Respite: Carer Support and Personal Helpers and Mentors component;
 - (k) National Auslan Interpreter Booking and Payment Service;
 - (l) After School Hours Care for Teenagers with Disability;
 - (m) Partners in Recovery: Coordinated Support and Flexible Funding for people with severe and persistent mental illness and complex needs;
 - (n) Respite Support for Carers of Young People with Severe or Profound Disability;
 - (o) Young Carers Respite and Information Services; and
 - (p) Mobility Allowance.
40. The WA programs which are expected to be drawn on in providing direct services include:

- (a) Early Years Consultancy Team;
 - (b) Early Childhood Intervention;
 - (c) Adult Therapy;
 - (d) Behaviour Support Services;
 - (e) Therapy Services;
 - (f) Behaviour/Specialist Intervention;
 - (g) Counselling;
 - (h) Regional/Community Support Teams;
 - (i) Holiday Programs;
 - (j) Respite (centre-based, homes and flexible);
 - (k) Community Aids Equipment Program;
 - (l) Individualised Community Living;
 - (m) Personal Care Support;
 - (n) Taxi User Subsidy Scheme;
 - (o) Home and Community Care for people aged under 65 years;
 - (p) Support Aids and Equipment;
 - (q) Home Modifications;
 - (r) Children who are dependent on Technology and Cared for by their families at Home (CATCH) Program;
 - (s) WA Country Health Service Regional Therapy Services;
 - (t) Schools Plus;
 - (u) School Bus Services;
 - (v) Out of Home Care Placements for Children with Disabilities;
 - (w) Additional Placement Support Costs;
 - (x) Provision of Specialised Vehicles;
 - (y) Intensive Family Support;
 - (z) Intellectual Disability Diversion Program;
 - (aa) Legal and Social Awareness (LASA);
 - (bb) Sex Offending Intellectual Disabilities (SOID); and
 - (cc) Transitional Accommodation Support Services for the Intellectually Disabled.
41. The balance of cash and in-kind contributions will be finalised by March 2014 and included as an additional schedule to this Agreement.
42. Offset amounts from the Commonwealth to WA include payments through the National Disability Specific Purpose Payment (NSPP), and the Home and Community Care Program (HACC). These offsets are in addition to payments through this Agreement, with the Commonwealth contribution outlined in Table 3 below.

Table 3: Offset from National Partnership Payments

	2014-15	2015-16
Total Repayments by WA	\$3.2 million	\$12.6 million

43. It is acknowledged that funding provided through the NSPP and HACC for the purpose of the *My Way* trial may include pre-existing contractual arrangements by WA and will hence form part of the Commonwealth in-kind contributions to *My Way*. The proportion will be determined once the Commonwealth's balance of cash and in-kind contributions has been finalised.
44. Offset amounts from the Commonwealth to WA will also include any payments made through the National Partnership Agreement on Pay Equity for the Social and Community Sector (SACS NP) should WA sign up to the Agreement and will be settled through the finalisation of the SACS NP. These offsets are in addition to payments through this Agreement.
45. The cost of an independent evaluation will be shared equally between the Commonwealth and WA.

Table 4: Evaluation contributions

	Year 2014-15	Year 2015-16
WA contribution	---	---
Commonwealth contribution	---	---

Financial risk

46. Having regard to the agreed estimated costs of the *My Way* trial, WA will not be required to pay a refund to the Commonwealth if the actual cost of the trial is less than the agreed estimated cost of the project. Similarly, WA will cover 100 per cent of the risk of cost overruns in the *My Way* trial sites between July 2014 and June 2016.

Phasing of participants

47. The estimated participant population covered by the *My Way* trial is as shown in Table 5. Estimates are based on current consumer transition from *My Way* and assume a full year phasing effect of approximately 58 per cent of new and first year participants.

Table 5: Under 65 years Participant Numbers

	2014-15	2015-16
Lower South West	1,404	1,418
Cockburn/Kwinana	0	2,715
Total	1,404	4,133

48. It is expected that current DSC consumers will be phased into *My Way* on 1 July of their respective year of entry. All other participants will be phased in on a quarterly basis with a four month ramp up, as set out in Tables 6 and 7.

Table 6: 2014-15 Estimated Participant Intake Schedule

	Jul to Sep 2014	Oct to Dec 2014	Jan to Mar 2015	Apr to Jun 2015	Total
Estimated current DSC consumer population	443	-	-	-	443
Estimated new consumers and current consumers of other service systems	60	274	312	315	961
Total	503	274	312	315	1404

Table 7: 2015-16 Estimated Participant Intake Schedule

	Jul to Sep 2015	Oct to Dec 2015	Jan to Mar 2016	Apr to Jun 2016	Total
Estimated current DSC consumer population	959	-	-	-	959
Estimated new consumers and current consumers of other service systems	90	491	594	595	1770
Total	1049	491	594	595	2729

49. In determining the participant flow, the DSC will need to ensure that there is adequate capacity in funding and resource allocation to allow for crisis and unplanned assessments.
50. WA and the Commonwealth will develop participant flow arrangements by March 2014 that are consistent with the agreed funding arrangements. The planned intake will be monitored on a quarterly basis to ensure that it aligns with the allocated funding (cash and in-kind) for that month. Detailed participant phasing will be considered in the context of the impact of these flows on:
- providers involved and impact on the overall sustainability of the supports provided where this support is required by other individuals;
 - the provider transition strategy required to meet the conversion from in-kind to cash contributions;

- (c) the nature of current funding arrangements with providers;
 - (d) the availability of cash and in-kind funds and the needs of the individuals for supports that can or cannot be met by the existing in-kind arrangements; and
 - (e) individual capacity and readiness.
51. The capacity of the DSC to manage the roll-out will be taken into consideration when determining the final roll-out arrangements.
52. The provider transition strategy will be incorporated into detailed joint communication materials from the Commonwealth and WA from March 2014 onwards.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

53. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Review of the Agreement

54. In accordance with Schedule E, clause 23 of the IGA FFR, this Agreement is time limited. An independent evaluation of the *My Way* trial sites provided for under this Agreement and the NDIS trial site provided for under Schedule G of the IGA NDIS will assess the degree to which the agreed objectives and outcomes and/or outputs have been achieved, and inform decisions regarding the appropriate treatment following its expiry. A comprehensive interim report will be provided six months prior to the expiry of this Agreement.
55. This Agreement is intended to provide funding to support the delivery of disability supports and services.
56. In evaluating the performance of the *My Way* trial sites, the Parties will assess and compare the merits of the delivery of disability supports and services and outcomes at the *My Way* trial and the NDIS sites, to help determine and inform the national roll-out of disability reform and any future disability reform in WA.
- (a) As part of this process, the Parties will consider whether the overall objectives, outcomes and/or outputs of the Agreement have been achieved and whether service levels have been raised in an effective, efficient and appropriate manner.
 - (b) The terms of reference of the evaluation will be agreed by the Joint Steering Committee and the Commonwealth and State Disability Ministers by March 2014.
 - (c) WA will procure the evaluation, with costs of the evaluation shared equally between the Commonwealth and WA Governments.
 - (d) The results of the evaluation will feed into any future disability reform in WA, and the legislated review of the operation of the NDIS across Australia that is set out in the *National Disability Insurance Scheme Act 2013*.
57. The Parties agree that after the expiry of the Agreement they will provide ongoing support to participants in trial sites on the basis of the cost sharing arrangements specified in clauses 16

and 17 until transition to a full scheme commences or until an agreement is made covering ongoing support to trial participants supported during the *My Way* trial.

Variation of the Agreement

58. The Agreement may be amended at any time by agreement in writing by both Parties.
59. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

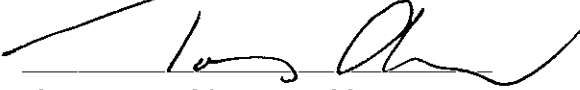
60. The relevant Commonwealth Minister with portfolio responsibility for disability reform is authorised to agree and amend Schedules to this Agreement and to certify that performance benchmarks specified under this Agreement have been achieved, so that payments may be made.
61. The WA minister with portfolio responsibility for disability services is authorised to agree and amend Schedules to this Agreement.

Dispute resolution

62. Either Party may give notice to the other Party of a dispute under this Agreement.
63. Officials of the Parties will attempt to resolve any dispute in the first instance.
64. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.
65. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to the Prime Minister and the Premier for consideration.

The Parties have confirmed their commitment to this Agreement as follows:

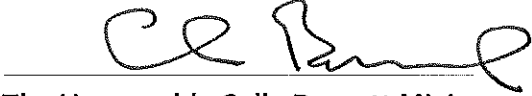
*Signed for and on behalf of the Commonwealth
of Australia by*

A handwritten signature in black ink, appearing to be 'Tony Abbott', written over a horizontal line.

The Honourable Tony Abbott MP
Prime Minister of the Commonwealth of Australia

31 March 2014

*Signed for and on behalf of the
State of Western Australia by*

A handwritten signature in black ink, appearing to be 'Colin Barnett', written over a horizontal line.

The Honourable Colin Barnett MLA
Premier of the State of Western Australia

31 March 2014

JOINT STEERING COMMITTEE ON DISABILITY REFORM IN WESTERN AUSTRALIA - TERMS OF REFERENCE

The Joint Steering Committee on Disability Reform in Western Australia (the Committee) will oversee the progress and evaluation of disability reform in Western Australia.

The Committee's focus will be on trial sites in the Perth Hills, Lower South West, and Cockburn/Kwinana areas. These sites will test two different approaches to the delivery of disability services. The lessons learned from these trials will inform the national roll-out of disability reform.

The Committee will be responsible for:

1. sharing data information about progress and issues across each of the trial sites;
2. providing information on issues of relevance or possible interest to other jurisdictions at the Disability Policy Group/Senior Officials Working Group meetings;
3. providing advice to both Governments on issues emerging in any of the trial sites;
4. overseeing the development of a communications strategy;
5. resolving issues as they emerge, including issues relating to the provision of in-kind services, interfaces with mainstream services and continuity of support;
6. oversight of the comparative evaluation of the two trial models, including providing advice to both Ministers on the terms of reference and reviewing interim reports;
7. providing advice to both Governments on the financial performance of the trial sites; and
8. providing information to both Governments on the degree of consistency in the approach to eligibility, the provision of reasonable and necessary supports, and the outcomes achieved across each of the trial sites.

Reporting

The Committee will report to the Western Australia Minister for Disability Services and the Commonwealth Assistant Minister for Social Services.

Reports to Ministers will be provided quarterly, as well as in response to requests for information or emerging or urgent issues.

Review Date

The Committee will operate until 30 August 2016. The need for any extension of the Committee will be considered and decided jointly by the Western Australian and Commonwealth Governments in May 2016.

Meetings

The first meeting of the Committee will be held in March 2014. Subsequent meetings will be held bimonthly until mid-2014. Meetings will then be held quarterly.

Meetings will be held either in Western Australia, or via telepresence.

Secretariat support will be provided by the WA Disability Services Commission.

Membership

- Deputy Director General, WA Department of the Premier and Cabinet (co-chair)
- Deputy Secretary, Department of the Prime Minister and Cabinet (co-chair)
- Director General, WA Disability Services Commission
- Deputy Secretary, Department of Social Services
- WA Mental Health Commissioner
- CEO NDIA (the CEO may alternatively delegate to the State Manager)
- Community representative from Perth Hills Local Advisory Group
- Representative from the WA NDIS My Way Reference Group

The representatives from the Local Advisory Group and the WA NDIS My Way Reference Group will consult with their respective groups about issues considered by the Committee.